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[Execution Copy]

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TWENTY-SIXTH AMENDMENT

TO

SECURITY AGREEMENT - TRUST DEED,

dated as of February 5, 1996

between

AKF CORP.

and

INTERNATIONALE NEDERLANDEN (U.S.) CAPITAL CORPORATION

TWENTY-SIXTH AMENDMENT
TO
SECURITY AGREEMENT - TRUST DEED

THIS TWENTY-SIXTH AMENDMENT TO SECURITY AGREEMENT - TRUST DEED, dated as of February 5, 1996 (this "Amendment"), is made between AKF Corp., a Delaware corporation (the "Debtor"), and INTERNATIONALE NEDERLANDEN (U.S.) CAPITAL CORPORATION (the "Secured Party").

W I T N E S S E T H:

WHEREAS, the Debtor and the Secured Party have heretofore entered into a certain Security Agreement - Trust Deed, dated as of December 21, 1994 (as amended prior hereto, the "Security Agreement"); and

WHEREAS, the Debtor and the Secured Party have agreed, subject to the conditions and terms hereinafter set forth, to amend the Security Agreement in certain respects as herein provided;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.1. Use of Defined Terms. Unless otherwise defined or the context otherwise requires, terms for which meanings are provided in the Security Agreement shall have such meanings when used in this Amendment.

ARTICLE II

AMENDMENTS

SECTION 2.1. Amendments to Annex A to Security Agreement. Effective as of the date hereof, Annex A to the Security Agreement is hereby amended and supplemented by the addition of the Cars listed on Annex A hereto. Each reference to Annex A in the Security Agreement shall be deemed to refer to such Annex as

amended by Annex A hereto. The representations, warranties, covenants and agreements contained in the Security Agreement (together with the remedies contained in the Security Agreement) shall, as of the date hereof, apply to the Cars listed on Annex A hereto to the same extent and with the same force and effect as if such Cars had been specifically described and referred to in the Security Agreement.

SECTION 2.2. Amendments to Annex B to Security Agreement. Effective as of the date hereof, Annex B to the Security Agreement is hereby amended and supplemented by the addition of the Equipment Leases listed on Annex B hereto. Each reference to Annex B in the Security Agreement shall be deemed to refer to such Annex as amended by Annex B. The representations, warranties, covenants and agreements contained in the Security Agreement (together with the remedies contained in the Security Agreement) shall, as of the date hereof, apply to the Equipment Leases listed on Annex B hereto to the same extent and with the same force and effect as if such Equipment Leases had been specifically described and referred to in the Security Agreement.

ARTICLE III

REAFFIRMATION OF SECURITY INTEREST

SECTION 3.1. Reaffirmation. The Debtor, in consideration of the premises and of the sum of Ten Dollars received by the Debtor from the Secured Party and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, and in order to secure the prompt payment in full and when due (whether at stated maturity, by acceleration or mandatory prepayment or otherwise) of the Secured Obligations, has granted, and does hereby grant, to the Secured Party and its successors and assigns, a lien on and the security interest in all of the Debtor's right, title and interest in, to and under the Collateral.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

In order to induce the Secured Party to enter into this Amendment, the Debtor represents and warrants unto the Secured Party as set forth in this Article IV.

SECTION 4.1. Due Authorization, Non-Contravention, etc. The execution, delivery and performance by the Debtor of this Amendment are within the Debtor's corporate powers, have been duly authorized by all necessary corporate action, and do not

(a) contravene the Debtor's certificate of incorporation or by-laws; or

(b) contravene any contractual restriction, law or governmental regulation or court decree or order binding on or affecting the Debtor.

SECTION 4.2. Government Approval, Regulation, etc. No authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other person or entity is required for the due execution, delivery or performance by the Debtor of this Amendment.

SECTION 4.3. Validity, etc. This Amendment constitutes the legal, valid and binding obligation of the Debtor enforceable against it in accordance with its terms.

ARTICLE V

MISCELLANEOUS PROVISIONS

SECTION 5.1. Ratification of and References to the Security Agreement. This Amendment shall be deemed to be an amendment to the Security Agreement, and the Security Agreement, as amended hereby, is hereby ratified, approved and confirmed in each and every respect. All references to the Security Agreement in any other document, instrument, agreement or writing shall hereafter be deemed to refer to the Security Agreement as amended hereby.

SECTION 5.2. Headings. The various headings of this Amendment are inserted for convenience only and shall not affect the meaning or interpretation of this Amendment or any provisions hereof.

SECTION 5.3. Execution in Counterparts. This Amendment may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 5.4. Governing Law. THIS AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE; AND THE SECURED PARTY SHALL BE ENTITLED TO THE BENEFITS OF THE RECORDING SYSTEM CONFERRED BY 49 U.S.C. SECTION 11303 AND SUCH ADDITIONAL RIGHTS, ARISING OUT OF THE FILING OR RECORDING WITH RESPECT THERETO.

IN WITNESS WHEREOF, the parties hereto have caused this
Amendment to be executed by their respective officers thereunto
duly authorized.

AKF CORP.

By

Name: Robert J. Mitchell
Title: President

State of New York)
County of New York) ss:
)

On this 9nd day of February 1996, before me personally
came Robert J. Mitchell to me known, who being by me duly sworn,
did depose and say that he resides at Brooklyn, NY, that he
is President of AKF Corp., the corporation described in
and which executed the foregoing instrument, and that he signed
his name thereto on the date hereof by order of the board of
directors of said corporation.

Notary Public

ROBYN G. STEINBERG
Notary Public, State of New York
No. 01ST5026264
Qualified in New York County
Commission Expires April 18, 1996

IN WITNESS WHEREOF, the parties hereto have caused this
Amendment to be executed by their respective officers thereunto
duly authorized.

INTERNATIONALE NEDERLANDEN
(U.S.) CAPITAL CORPORATION

By Robert Novick
Name: Robert Novick
Title: Vice President

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 2nd day of February, 1996, before me personally
came Robert Novick, to me known, who being by me duly sworn, did
depose and say that he resides at Mamaroneck, New York,
that he is Vice President of Internationale Nederlanden (U.S.)
Capital Corporation, the corporation described in and which
executed the foregoing instrument, and that he signed his name
thereto on the date hereof by order of the board of directors of
said corporation.

Keith D. Arnold
Notary Public

KEITH D. ARNOLD
Notary Public, State of New York
No. 01AR5050761
Qualified in New York County
Commission Expires Oct 16, 1997

ANNEX A

Rptg Mark	Car Number	Rptg Mark	Car Number	Rptg Mark	Car Number
ACFX	39572	ACFX	39678	ACFX	40444
ACFX	39573	ACFX	39679	ACFX	40445
ACFX	39574	ACFX	39693	ACFX	40446
ACFX	39575	ACFX	39694	ACFX	40447
ACFX	39576	ACFX	39695	ACFX	40448
ACFX	39577	ACFX	39696	ACFX	40449
ACFX	39578	ACFX	39697	ACFX	40450
ACFX	39579	ACFX	39698	ACFX	40451
ACFX	39580	ACFX	40401	ACFX	40452
ACFX	39581	ACFX	40402	ACFX	40453
ACFX	39582	ACFX	40403	ACFX	40454
ACFX	39583	ACFX	40404	ACFX	40455
ACFX	39584	ACFX	40405	ACFX	40456
ACFX	39608	ACFX	40406	ACFX	40457
ACFX	39610	ACFX	40407	ACFX	40458
ACFX	39613	ACFX	40408	ACFX	40459
ACFX	39619	ACFX	40409	ACFX	40460
ACFX	39620	ACFX	40410	ACFX	40461
ACFX	39621	ACFX	40411	ACFX	40462
ACFX	39622	ACFX	40412	ACFX	40463
ACFX	39623	ACFX	40414	ACFX	40464
ACFX	39624	ACFX	40415	ACFX	40465
ACFX	39625	ACFX	40416	ACFX	40466
ACFX	39626	ACFX	40417	ACFX	40467
ACFX	39634	ACFX	40418	ACFX	40469
ACFX	39636	ACFX	40419	ACFX	40470
ACFX	39637	ACFX	40420	ACFX	40471
ACFX	39638	ACFX	40421	ACFX	40472
ACFX	39639	ACFX	40422	ACFX	40473
ACFX	39640	ACFX	40423	ACFX	40474
ACFX	39641	ACFX	40424	ACFX	40475
ACFX	39642	ACFX	40425	ACFX	40476
ACFX	39650	ACFX	40426	ACFX	40477
ACFX	39651	ACFX	40427	ACFX	40478
ACFX	39655	ACFX	40428	ACFX	40479
ACFX	39656	ACFX	40429	ACFX	40480
ACFX	39657	ACFX	40430	ACFX	40601
ACFX	39658	ACFX	40431	ACFX	40602
ACFX	39659	ACFX	40432	ACFX	40603
ACFX	39661	ACFX	40433	ACFX	40604
ACFX	39662	ACFX	40434	ACFX	51238
ACFX	39664	ACFX	40435	ACFX	51239
ACFX	39665	ACFX	40436	ACFX	51240
ACFX	39666	ACFX	40437	ACFX	51241
ACFX	39667	ACFX	40438	ACFX	51243
ACFX	39668	ACFX	40439	ACFX	51244
ACFX	39670	ACFX	40440	ACFX	51245
ACFX	39671	ACFX	40441	ACFX	51246
ACFX	39675	ACFX	40442	ACFX	51247
ACFX	39677	ACFX	40443	ACFX	51248

ANNEX A

Rptg Mark	Car Number	Rptg Mark	Car Number	Rptg Mark	Car Number
ACFX	51249	ACFX	95588	ACFX	462027
ACFX	51250	ACFX	200232	ACFX	462028
ACFX	51251	ACFX	200234		
ACFX	51252	ACFX	200238		252 Cars
ACFX	51253	ACFX	200239		
ACFX	51254	ACFX	200240		
ACFX	51255	ACFX	200244		
ACFX	69916	ACFX	200253		
ACFX	69925	ACFX	200254		
ACFX	69932	ACFX	200255		
ACFX	69936	ACFX	200256		
ACFX	69937	ACFX	200257		
ACFX	69938	ACFX	200258		
ACFX	71245	ACFX	200259		
ACFX	71246	ACFX	200268		
ACFX	71247	ACFX	200269		
ACFX	71248	ACFX	200270		
ACFX	71249	ACFX	200272		
ACFX	71250	ACFX	200273		
ACFX	71251	ACFX	200274		
ACFX	71252	ACFX	200275		
ACFX	71253	ACFX	200276		
ACFX	71254	ACFX	200277		
ACFX	71255	ACFX	200278		
ACFX	71256	ACFX	462001		
ACFX	71257	ACFX	462002		
ACFX	71258	ACFX	462003		
ACFX	71259	ACFX	462004		
ACFX	71260	ACFX	462005		
ACFX	71261	ACFX	462006		
ACFX	71263	ACFX	462007		
ACFX	95569	ACFX	462008		
ACFX	95570	ACFX	462009		
ACFX	95571	ACFX	462010		
ACFX	95572	ACFX	462011		
ACFX	95573	ACFX	462012		
ACFX	95574	ACFX	462013		
ACFX	95575	ACFX	462014		
ACFX	95576	ACFX	462015		
ACFX	95577	ACFX	462016		
ACFX	95578	ACFX	462017		
ACFX	95579	ACFX	462018		
ACFX	95580	ACFX	462019		
ACFX	95581	ACFX	462020		
ACFX	95582	ACFX	462021		
ACFX	95583	ACFX	462022		
ACFX	95584	ACFX	462023		
ACFX	95585	ACFX	462024		
ACFX	95586	ACFX	462025		
ACFX	95587	ACFX	462026		

ANNEX B

LESSEE CODE	LESSEE	CONTRACT/ RIDER	RPTG MARK	CAR NUMBER	TYPE OF CAR	YEAR BUILT	LEASE EFFECTIVE DATE	LEASE EXPIRATION DATE	LEASE TOTAL CARS
44 AIR PRODUCTS AND CHEMICALS, INC		6466	ACFX	200268	T	1995	00/00/00	00/00/00	00/00/00
		6466	ACFX	200269	T	1995	00/00/00	00/00/00	00/00/00
		6466	ACFX	200270	T	1996	00/00/00	00/00/00	00/00/00
		6466	ACFX	200272	T	1996	00/00/00	00/00/00	00/00/00
		6466	ACFX	200273	T	1996	00/00/00	00/00/00	00/00/00
		6466	ACFX	200274	T	1996	00/00/00	00/00/00	00/00/00
		6466	ACFX	200275	T	1995	00/00/00	00/00/00	00/00/00
		6466	ACFX	200276	T	1996	00/00/00	00/00/00	00/00/00
		6466	ACFX	200277	T	1996	00/00/00	00/00/00	00/00/00
		6466	ACFX	200278	T	1996	00/00/00	00/00/00	00/00/00
44 AIR PRODUCTS AND CHEMICALS, INC		99660115	ACFX	39650	H	1986	04/01/91	03/31/96	10
56 BORDEN PACKAGING & INDUSTRY		99660115	ACFX	39655	H	1986	04/01/91	03/31/96	
57 AMOCO CHEMICALS COMPANY		99660115	ACFX	39656	H	1986	04/01/91	03/31/96	
		99660115	ACFX	39657	H	1986	04/01/91	03/31/96	
		99660115	ACFX	39658	H	1986	04/01/91	03/31/96	
		99660115	ACFX	39662	H	1986	04/01/91	03/31/96	
		99660115	ACFX	39664	H	1986	04/01/91	03/31/96	
		99660115	ACFX	39665	H	1986	04/01/91	03/31/96	
		99660115	ACFX	39666	H	1986	04/01/91	03/31/96	
		99660115	ACFX	39667	H	1986	04/01/91	03/31/96	
		99660115	ACFX	39668	H	1986	04/01/91	03/31/96	
		99660115	ACFX	39670	H	1986	04/01/91	03/31/96	
		99660115	ACFX	39671	H	1986	04/01/91	03/31/96	
		99660115	ACFX	39675	H	1986	04/01/91	03/31/96	
		99660115	ACFX	39678	H	1986	04/01/91	03/31/96	
		99660115	ACFX	39679	H	1986	04/01/91	03/31/96	
56 BORDEN PACKAGING & INDUSTRY		54540003	ACFX	39693	H	1986	05/01/91	04/30/96	16
57 AMOCO CHEMICALS COMPANY		54540003	ACFX	39694	H	1986	05/01/91	04/30/96	
		54540003	ACFX	39695	H	1986	05/01/91	04/30/96	
		54540003	ACFX	39696	H	1986	05/01/91	04/30/96	
		54540003	ACFX	39697	H	1986	05/01/91	04/30/96	
		54540003	ACFX	39698	H	1986	05/01/91	04/30/96	
57 AMOCO CHEMICALS COMPANY		3904	ACFX	71245	T	1986	05/01/91	04/30/96	6
299 KENTUCKY TENNESSEE CLAY CO.		3904	ACFX	71246	T	1986	05/01/91	04/30/96	
		3904	ACFX	71247	T	1986	05/01/91	04/30/96	
		3904	ACFX	71248	T	1986	05/01/91	04/30/96	

ANNEX B									
LESSEE CODE	LESSEE	CONTRACT/ RIDER	RPTG MARK	CAR NUMBER	TYPE OF CAR	YEAR BUILT	LEASE EFFECTIVE DATE	LEASE EXPIRATION DATE	TOTAL CARS
299 KENTUCKY TENNESSEE CLAY CO. 355 BAYER CORPORATION	3904	ACFX	71249	T	1986	05/01/91	04/13/096		
	3904	ACFX	71250	T	1986	05/01/91	04/13/096		
	3904	ACFX	71251	T	1986	05/01/91	04/13/096		
	3904	ACFX	71252	T	1986	05/01/91	04/13/096		
	3904	ACFX	71253	T	1986	05/01/91	04/13/096		
	5594	ACFX	39621	H	1986	11/01/91	10/31/96		
355 BAYER CORPORATION	5594	ACFX	39623	H	1986	11/01/91	10/31/96		
	5594	ACFX	39624	H	1986	11/01/91	10/31/96		
	5594	ACFX	39626	H	1986	11/01/91	10/31/96		
	5594	ACFX	39634	H	1986	11/01/91	10/31/96		
	5594	ACFX	39637	H	1986	11/01/91	10/31/96		
	5594	ACFX	39642	H	1986	11/01/91	10/31/96		
392 NATIONAL STARCH AND CHEMICA	3890	ACFX	51252	H	1986	04/01/91	03/31/96		
	3890	ACFX	51253	H	1986	04/01/91	03/31/96		
	3890	ACFX	51254	H	1986	04/01/91	03/31/96		
	3890	ACFX	51255	H	1986	04/01/91	03/31/96		
	5377	ACFX	51246	H	1986	04/01/92	03/31/99		
	5377	ACFX	51247	H	1986	04/01/92	03/31/99		
392 NATIONAL STARCH AND CHEMICA 425 OLIN CORPORATION	5377	ACFX	51248	H	1986	04/01/92	03/31/99		
	5377	ACFX	51249	H	1986	04/01/92	03/31/99		
	5377	ACFX	51250	H	1986	04/01/92	03/31/99		
	5377	ACFX	51251	H	1986	04/01/92	03/31/99		
	62530198	ACFX	95569	T	1996	00/00/00	00/00/00		
	62530198	ACFX	95570	T	1996	00/00/00	00/00/00		
62530198	62530198	ACFX	95571	T	1996	00/00/00	00/00/00		
	62530198	ACFX	95572	T	1996	00/00/00	00/00/00		
	62530198	ACFX	95573	T	1996	00/00/00	00/00/00		
	62530198	ACFX	95574	T	1996	00/00/00	00/00/00		
	62530198	ACFX	95575	T	1996	00/00/00	00/00/00		
	62530198	ACFX	95576	T	1996	00/00/00	00/00/00		
62530198	62530198	ACFX	95577	T	1996	00/00/00	00/00/00		
	62530198	ACFX	95578	T	1996	00/00/00	00/00/00		
	62530198	ACFX	95579	T	1996	00/00/00	00/00/00		
	62530198	ACFX	95580	T	1996	00/00/00	00/00/00		
	62530198	ACFX	95581	T	1996	00/00/00	00/00/00		
	62530198	ACFX	95582	T	1996	00/00/00	00/00/00		

